

EXHIBIT 33

1 A I'm sorry.

2 Q Forget who is sitting here. Have
3 you ever had an encounter with any person outside
4 the China Club or inside the China Club who held
5 themselves out as being a person by the name of
6 Mark Van?

7 A No.

8 Q Have you ever had an encounter
9 anywhere in your career as a police officer with
10 the person sitting here to my left?

11 A No.

12 Q Have you ever seen this person
13 before sitting to my left?

14 A Nope.

15 Q In your career as a police
16 officer, has anyone to your recollection ever
17 shown you a badge identifying himself as a Mark
18 Van?

19 A Not to my knowledge, no.

20 Q Did you ever tell John Centrello
21 that you had an encounter with someone
22 identifying themselves as a Mark Van outside the
23 China Club?

24 A No.

25 Q Did you ever tell Officer John

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1 Centrello that you had arrested someone by the
2 name of Mark Van or who identified themselves as
3 Mark Van outside the China Club?

4 A No.

5 Q Did you ever tell Officer
6 Centrello that you had arrested and then
7 unarrested a person who identified himself as
8 Mark Van outside the China Club?

9 A No.

10 Q Did you ever tell John Centrello
11 that you had arrested someone outside the China
12 Club, and after you had arrested them they showed
13 you a badge from the North Haledon Police
14 Department which had the name Mark Van on it?

15 A No.

16 Q Did you ever tell John Centrello
17 that you wanted him to contact the Borough of
18 North Haledon Police Department to advise them of
19 something that happened with a person identifying
20 themselves as Mark Van outside the China Club?

21 A No.

22 Q Did you ever tell John Centrello
23 that you called yourself the Borough of North
24 Haledon Police Department to try to tell them
25 about what happened outside the China Club with

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1 someone by the name of Mark Van?

2 A No.

3 Q Have you ever called the Borough
4 of North Haledon Police Department in your
5 career?

6 A Not in my life. If they promise
7 me my hair back I couldn't find it.

8 Q Do you know an officer by the
9 name of Marc Rowe?

10 A No.

11 Q Did you ever hear that name,
12 other than this case?

13 A No.

14 Q Did you ever hear the name
15 Officer David Parenta?

16 A No.

17 Q Did you ever hear the name
18 Officer Chief Ferrante?

19 A No.

20 Q Did you ever tell Officer John
21 Centrello that you lived in New Jersey and you
22 didn't want to get in trouble because you're
23 supposed to live in New York?

24 A No.

25 Q Have you ever lived in New Jersey

EXHIBIT 36

This Agreement made the1..... day of ..Ja.. November....., 20⁰⁴..... by

NORMANDY VILLAGE COMPANY as Landlord, and

James Lanari
..... as Tenant,

Witnesseth: WHEREAS, on or about ..November..1,..2002..... the Landlord and the Tenant entered into a written lease for a term commencing ..November..1,..2002..... and ending Oct ..31,..2004, covering ...Bld..46..Apt..10..... of the Normandy Village Apartments, Nanuet, New York, and the Tenant desires to extend the terms of said Lease.

NOW, THEREFORE said Landlord and Tenant agree that said lease is hereby extended, with all of the terms and conditions to remain in full force and effect during the extension period, except as hereinafter set forth to wit:

1. The term of the lease is hereby extended from ...November..1,..2004...to...October 31, 2006.....

2. During the first year of the extended term of the lease the annual rent is \$.12,900.00, payable in equal monthly installments of \$. 1, 075.00 per month on the first day of each and every month in advance and the security is increased by \$.50,000..... so that the total security in the Landlord's hands is \$. 2,150.00..

3. During the second year or part thereof (if the extension is for more than one year) the rent charge and the security shall be increased by 5.....% or shall be increased to the rental and security amounts being charged by the Landlord at the end of the first year to renters of similar vacant apartments, or which would be charged for the same if they were vacant, whichever is less.

4. It shall be the Tenant's obligation to have illuminated, whenever the Landlord deems it necessary, any hall lights, outside lights, basement lights and crawl space lights which the Landlord has wired to Tenant's own electric meter. Light bulbs will be supplied by the Landlord upon request.

5. Tenant shall pay a \$10.00 service charge for each call to inspect, any appliance or individual furnace or hot water heater for the apartment except that there shall be no service charge to inspect or repair water leaks. If the Tenant requests a television service call and the condition was not caused by the master television antenna equipment, the Tenant shall pay the full cost of the service call.

UPDATED LATE CHARGES:

6. In the event any monthly rent payment is not received by NORMANDY VILLAGE CO. until after the tenth of the month in which it is due but before the twentieth of the month in which it is due, it is understood and agreed that there should be a late charge of \$25.00. In the event such payment is not received by the twentieth of the month in which it is due but no later than the next to last working day of the month delivered to the office of NORMANDY VILLAGE CO. there will be a late charge of \$50.00. In the event such payment is not received until the last working day of the month in which it is due or later, it is further understood and agreed that there should be a late charge of \$100.00.



LEASE AGREEMENT

The Landlord and Tenant agree to lease the Apartment for the Term and at the Rent stated on these terms:

LANDLORD: Normandy Village

TENANT: James & Brandi Lanari

Address for Notices

24A First Street, Nanuet, New York
10954

521 Normandy Village, Nanuet, New York
10954

Apartment (and terrace, if any) at
BankUnion State Bank

Lease date: March 1, 2006	Term Two-Years beginning March 1, 2006 ending February 28, 2008	Yearly Rent \$23,100.00 Monthly Rent \$1,925.00 Security \$3,850.00
Broker* 2 Adults		

Rider Additional terms on page(s) initialed at the end by the parties is attached and made a part of this Lease.

1. **Use** The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. This is subject to Tenant's rights under the Apartment Sharing Law and to limits on the number of people who may legally occupy an Apartment of this size.

2. **Failure to give possession** Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time, if not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. **Rent, added rent** The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent.

4. **Notices** Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed.

5. **Security** Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's

Landlord is allowed to keep for expenses. Landlord need give Tenant interest on the security if Tenant is in default.

6. **Services** Landlord will supply: (a) ~~heat as required by law~~, (b) ~~hot and cold water for bathroom and kitchen sink~~, (c) use elevator, if any, and (d) cooling if central air conditioning installed. Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added to rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use dishwasher, washing machine, dryer, freezer, heater, ventilation, air conditioning or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must use more electric than the wiring or feeders to the Building safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days notice. Landlord will then have a reasonable time to be installation of an automatic type elevator.

7. **Alteration** Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorative partitions, railings, or make alterations or to paint or wallpaper the Apartment. Tenant must not change the plumbing, ventilation, air conditioning, electric or heating systems. If consent given, the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Apartment at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a lien is filed on the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay the bond the amount stated in the Lien. Landlord may pay or have

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1 Q You have to say yes.

2 A Yes, I'm sorry.

3 Q A couple of days afterwards, as I
4 understand it, you had another conversation with
5 John Centrello?

6 A You're right, approximately two
7 to three, maybe a week later, yeah.

8 Q And at that point in time
9 Centrello said to you what?

10 A That some detectives from North
11 Haledon wanted to come to my job to talk to me
12 about what happened at the China Club.

13 Q And your response to him was
14 what?

15 A What happened at the China Club?
16 I mean, you know. Oh, he said, the thing with
17 Mark Van. I said, John, that never happened, you
18 got this whole thing wrong.

19 I said, either you take care of
20 it or I will, but you got to straighten it out.
21 Then he left and I left.

22 Q Did you tell him he had a
23 misunderstanding as to what you said?

24 A I don't believe I said the exact
25 words you misunderstood. I think maybe I said

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1 of Mark Rowe's, and he said I know your friendly with
2 the guys from North Haledon, you might want to relay
3 this to them. This is what Mark Rowe told me. We had
4 a guy named Mark Van who works for North Haledon. He
5 was involved in an altercation, he let him go, maybe
6 you want to alert those guys or talk to Mark Van.

7 Q. When this information comes to you to
8 claim someone was using a police badge that has a name
9 Mark Van on it and a police ID card, what's your level
10 of concern at that point?

11 A. I want the badge and the identification back.

12 Q. Are you concerned there could be
13 someone out there improperly using a police badge?

14 A. Absolutely.

15 Q. Would you agree with me that if
16 someone is improperly using a police badge, even Mark
17 Van, it constitute a criminal act; does it not?

18 A. Would I agree with that, yes.

19 Q. This is why you, I take it, were
20 concerned enough where you said I want to get reports
21 from whoever reported this to you, Sergeant Rowe?

22 A. That's correct.

23 Q. Sergeant Rowe says to you these guys
24 can't do that. They are not going to give up -- he
25 doesn't want to give a report. Why did you accept

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039

1 begin with?

2 A. To begin a full investigation.

3 Q. When people don't cooperate with an
4 investigation, is that appropriate?

5 A. I don't -- if you get a written report, that's
6 the rational to begin an investigation. If you don't
7 get a written report, that's hearsay. I don't begin
8 investigations on hearsay.

9 Q. Chief, I'm really trying to understand
10 this. Let's say Fort Lee Police calls you up. You're
11 the Chief, and they say, listen, a cop in your town
12 beat someone up last night in a Fort Lee bar and he
13 had his uniform on and he was drunk out of his mind.
14 You say to that officer, well, Officer, I want a
15 written report from you. That officer said no, I'm
16 not giving you a written report. Do you think that
17 would be appropriate?

18 A. Do I think it would be?

19 Q. Yes?

20 A. No, I would contact the Fort Lee Chief and
21 tell him what they had said and if they still refused
22 to give me a report, then I wouldn't do anything. I
23 wouldn't have a choice.

24 Q. So why did you --

25 A. I might -- can I finish?

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1 report that he contacted a guy by the same of John
2 Centrillo from the Dumont Police Department?

3 A. Now I do recall reading that report. I got
4 that from the attorney last week or a few days ago.

5 Q. I don't want to talk about last week
6 or a few days ago. I'm telling you that Detective
7 Parenta has indicated in a report in testimony before
8 he went up to Harrington Park, okay, he went and spoke
9 to a guy named John Centrillo, who supposedly has the
10 friend in New York, and he said to tell me who the guy
11 is in New York, and he says I won't tell you that.
12 Did Parenta ever communicate to you that someone
13 refused to give him the identification of the New York
14 Officer, did Parenta ever tell you that?

15 A. Detective Parenta completed a report after he
16 spoke to Mark Van and Lieutenant Darby. He may have
17 mentioned the name in that report.

18 Q. Before the report, before he spoke to
19 Mark Van?

20 A. I don't recall that name, no.
21 The first time I heard that name was a few days ago
22 when I spoke to my attorney or I read it in a report
23 somewhere.

24 Q. So, is it fair to say Detective
25 Parenta was the one that you appointed to conduct this

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1 the information?

2 A. Honestly, I didn't really press him because it
3 was a courtesy. This is common for police departments
4 to get courtesies like this.

5 Q. You never do it -- in your career,
6 have you ever had a situation before where someone is
7 accused, a former police officer, in a department
8 that you worked in, of using a police badge that
9 didn't belong to them anymore.

10 Have you ever heard that accusation before
11 this time?

12 A. I'm not certain about a police badge. I don't
13 think I was the Chief. I can recall two instances
14 since I'm on the department. One more than likely as
15 the Acting Chief, and the other as just an officer on
16 the department. Someone up in Sussex County there was
17 an altercation at a party, a Halloween Party, I
18 believe, and someone there when the police arrived was
19 dressed in a North Haledon uniform with a North
20 Haledon badge. The clothing was taken by the police
21 department and we just went up to pick it up and they
22 found out that somehow they got the clothing and the
23 badge from a former officer who worked in our
24 department. And in those days they kept all of that.

25 And the second incident was when I was either

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2 (Pages 5 to 8)

<p>5</p> <p>1 Q. Do you have any questions for me before we 2 start today?</p> <p>3 A. No, sir, I don't think so.</p> <p>4 Q. Are you on any medications or drugs that 5 would prevent from you telling the truth today?</p> <p>6 A. No.</p> <p>7 (Kirkham Exhibit I, Dr. Kirkham's 8 professional vita, was marked for identification.)</p> <p>9 BY MR. RAINONE:</p> <p>10 Q. I am going to show you what we have marked 11 as Kirkham I which for the record is a copy of your 12 professional vita dated October 2007 which I received 13 from Mr. Faugno and I also printed up a copy from the 14 website that you maintain. Have you seen that document 15 before?</p> <p>16 A. Yes, I have.</p> <p>17 Q. And is my characterization of it correct?</p> <p>18 A. Yes, it is correct.</p> <p>19 Q. Okay. Who prepared that document?</p> <p>20 A. I did.</p> <p>21 Q. When did you prepare it?</p> <p>22 A. Well, initially quite some years ago and I 23 just update it each year.</p> <p>24 Q. Okay. When was the most recent update?</p> <p>25 A. The most recent update would have been just</p>	<p>7</p> <p>1 was published some years ago. It is a novel based on 2 my autobiography that contains a lot of police 3 procedural information.</p> <p>4 Q. Does the Ivory Tower book address standards 5 for police investigations?</p> <p>6 A. Well, by way of a thorough answer, it's 7 about police investigation in a particular type of 8 crime. And so while it contains nothing that bears 9 directly on the case at bar here, it does contain a 10 great deal about criminal investigation and police 11 investigative procedures, forensics and so on.</p> <p>12 Q. When did you write that book?</p> <p>13 A. I have been working on it with a colleague 14 for some years now, particularly the last four or five 15 years.</p> <p>16 Q. When is it going to be published?</p> <p>17 A. It should be out in the spring or the 18 summer.</p> <p>19 Q. And other than that book, you have not 20 published any other material since 1989; is that 21 correct?</p> <p>22 A. Well, I had a body language training 23 series. I'm trying to remember. It will show on the 24 vita when that came out. That may have been somewhere 25 around '90, '89, '90. I'm not sure. Probably is the</p>
<p>6</p> <p>1 prior to October of '07.</p> <p>2 Q. Okay. And are all the statement in that 3 CV -- I'm going to call it a CV for the record.</p> <p>4 A. Sure.</p> <p>5 Q. Are all the statements in that CV 100 6 percent true?</p> <p>7 A. Yes, to the best of my -- some things are 8 estimates on numbers of cases and things like that, but 9 as accurately as I can render it, yes.</p> <p>10 Q. Okay. Are there any overstatements in the 11 CV?</p> <p>12 A. No, I don't think so.</p> <p>13 Q. Are there any half truths or three quarter 14 truths in the CV?</p> <p>15 A. No.</p> <p>16 Q. Yes or no, you haven't published an article 17 since 1989, correct?</p> <p>18 A. That's correct. I have a book coming out 19 in the spring, spring to summer, but no, I have not.</p> <p>20 Q. What is the name of the book you have 21 coming out?</p> <p>22 A. Ivory Tower Cop.</p> <p>23 Q. And was that a book that had previously 24 been published?</p> <p>25 A. No, it is based on my autobiography which</p>	<p>8</p> <p>1 last thing.</p> <p>2 Q. Okay. According to your CV, you got a 3 doctorate degree in 1971 and you became a police 4 officer in 1973; is that accurate?</p> <p>5 A. Initially a police officer in '73, yes.</p> <p>6 Q. And you were a patrolman?</p> <p>7 A. Patrolman in Jacksonville, yes.</p> <p>8 Q. What did you do for the two year period 9 between 1971 and 1973?</p> <p>10 A. Well, I was employed as a full-time 11 assistant professor of criminology at Florida State 12 University.</p> <p>13 Q. Before you had a doctorate or after you had 14 a doctorate?</p> <p>15 A. No, after I got my doctorate. <u>Between '71</u> 16 <u>and '73 I took a leave, I went to police academy and</u> 17 <u>then went to work in Jacksonville for six months and</u> 18 <u>came back to the university.</u></p> <p>19 Q. So from 1971 to 1973 you taught criminology 20 at Florida State University?</p> <p>21 A. Yes. Indeed I did for the following 20 22 years, until 1991.</p> <p>23 Q. And in your CV it says that you walked the 24 beat in a major American city. What city was that?</p> <p>25 A. Jacksonville, Florida.</p>